

Amendment #3
to RFP-NIH-NIAID-DMID-03-04
" Food and Waterborne Diseases Integrated Research Network"

Amendment to Solicitation No.:	NIH-NIAID-DMID-03-04
Amendment No.:	3
Issue Date:	November 6, 2002
Effective Date:	November 6, 2002
Proposal Due Date:	November 18, 2002, at 4:00 P.M. local time
Issued By:	Lawrence M. Butler Senior Contracting Officer NIH/NIAID Contract Management Branch 6700 B Rockledge Drive Room 2230, MSC 7612 Bethesda, Maryland 20892-7612
Point of Contact:	Kristen Mistichelli Contracting Officer KM359d@nih.gov
Name and Address of Offeror:	To All Offerors

The above numbered solicitation is amended as set forth below. The hour and date specified for receipt of proposals **HAS NOT** been extended. Offerors must acknowledge receipt of this amendment. Failure to receive your acknowledgement of this amendment may result in the rejection of your offer. This amendment shall be acknowledged in the following manner:

- By acknowledging receipt of this amendment on each copy of the offer submitted.

RFP TITLE: *"Food and Waterborne Diseases Integrated Research Network "*

PURPOSE:

- 1.) To add an Appendix to the proposal instructions, Section L, Item 2, General Instructions.
- 2.) To clarify guidance regarding the USA Patriot Act
- 3.) To clarify source code information and identifies for samples.

AMENDMENT:

- 1.) SECTION L, INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS,**
Paragraph 2. GENERAL INSTRUCTIONS, ADD the following:

IV. Appendix

It is recommended that the Appendix contain resumes and CV's for proposed personnel. The number of pages contained in the Appendix is not restricted.

2.) The guidance provided regarding the USA Patriot Act is hereby modified to read:

The following provisions apply to this solicitation and are hereby incorporated:

The Offeror/Contractor acknowledges that U. S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Specifically, P.L. 107-56, the Patriot Act of 2001 (<http://www.ins.usdoj.gov/graphics/lawsregs/patriot.pdf>) states that a wide range of people defined as "restricted" cannot work with pathogens or toxins that are potential biodefense agents. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

Proposed personnel under research projects are not required to be citizens of the United States. However, if non-U.S. citizens are proposed under a contract to be performed in the United States and its territories, then the offeror must indicate in the proposal that these individuals have the required visas. The contractor or Institution that receives an award under this RFP is responsible for applying this law.

3.) Guidance regarding confidentiality of samples/information from agricultural sources is hereby provided:

Notwithstanding any other provision of this Agreement, CONFIDENTIAL INFORMATION such as, the identity of pathogen sample sources or coding systems for samples shall be protected by the DMID, NIAID for the duration of the contract, i.e. for a maximum period of seven (7) years, unless it (a) is within the public domain prior to the time of the disclosure by the Disclosing Party to the Receiving Party or thereafter becomes within the public domain other than as a result of disclosure by the DMID, NIAID or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the DMID, NIAID; (c) is acquired by the DMID, NIAID from a third party not under an obligation of confidentiality; (d) is hereafter independently developed, acquired or deduced by the DMID, NIAID, without reference to the information received from the Contractor; or (e) the Contractor expressly authorizes the DMID, NIAID to disclose; and (f) in the event of a public health need.

We do not anticipate problems with breaches of confidentiality of data and specimens collected and/or analyzed under this contract during or upon completion when all source codes are delivered to the Government and/or subsequent contractors. Variables such as the length of the confidentiality period, types of samples covered as confidential sources may be negotiated on a case-by-case basis.

Except as provided herein, all terms and conditions of RFP NIH-NIAID-DMID-03-04 remain unchanged.